

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

James V. Yardley, Michael A. Wilson, and Gale H. Thorne

[] Application No.:/ [X] Filed herewith

For:

INTERNET TRAINING COURSE SYSTEM AND METHODS

POWER OF ATTORNEY FOR PROVISIONAL APPLICATION

Each inventor, identified above and signing below, hereby appoints the following attorney and/or agent to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

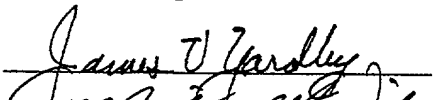
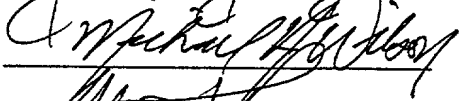
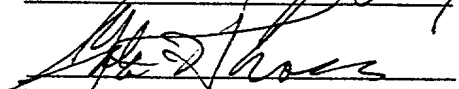
Paul S. Evans, Registration No. 36,130

Correspondence address: MedInservice.com, Inc.
585 West 500 South
Bountiful, Utah 84010-8199

Direct telephone calls to: Paul S. Evans
(801) 298-3360

(check the following item, if applicable)

[] Each inventor, identified above and signing below, authorizes the above named attorney to accept and follow instructions from his representatives.

Inventor	Signature	Date
(1) James V. Yardley		1/31/01
(2) Michael A. Wilson		1/31/01
(3) Gale H. Thorne		01/31/01

ASSIGNMENT OF PATENT APPLICATION

FOR GOOD AND VALUABLE CONSIDERATION,

We, the undersigned (each) in consideration of the sum of One Dollar (\$ 1.00) to us in hand paid by the Assignee and other good and valuable consideration receipt of which is hereby expressly acknowledged, hereby sell, assign and transfer unto

MedInservice.com, Inc.

a corporation organized under the laws of the state of Utah as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to

INTERNET TRAINING COURSE SYSTEM AND METHODS

described in an application for Letters Patent of the United States, identified as Docket No. MED001, and filed on February 1, 2001, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patent. We request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

We hereby authorize Paul S. Evans, attorney for Assignee, to insert the filing date and Serial number into the first paragraph of this assignment, after the application for Letters Patent has been filed, and the U.S. Patent Office has assigned such application a Serial Number.

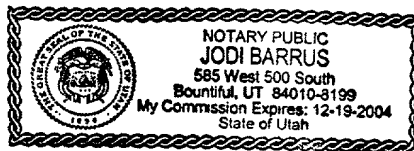
We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, We have hereunto signed my name on the day and year set forth below.

James V. Yardley
 Inventor's Signature
 James V. Yardley
 Inventor's Printed Name

1/31/01
 DATE

STATE OF UTAH)
) SS
 COUNTY OF DAVIS)



On this 31st day of January, 2001, before me personally came the above named JAMES V. YARDLEY who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

Jodi Barrus
 NOTARY PUBLIC
 My Commission Expires: 12-19-2004

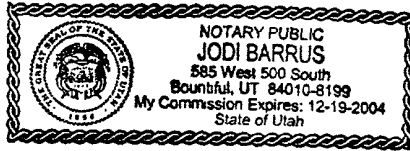
Michael A. Wilson

Inventor's Signature

1/31/01
DATE

Michael A. Wilson
Inventor's Printed Name

STATE OF UTAH)
COUNTY OF DAVIS) SS



On this 31st day of January, 2001, before me personally came the above named MICHAEL A. WILSON who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

[Signature]

NOTARY PUBLIC

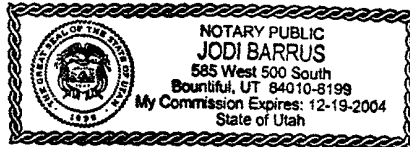
My Commission Expires: 12-19-2004

[Signature]
Inventor's Signature

Gale H. Thorne
Inventor's Printed Name

1/31/01
DATE

STATE OF UTAH)
COUNTY OF DAVIS) SS



On this 31st day of January, 2001, before me personally came the above named GALE H. THORNE who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

[Signature]

NOTARY PUBLIC

My Commission Expires: 12-19-2004